



**PURCHASING DEPARTMENT  
REQUEST FOR INVITATION TO BID NO 05ITB47912YA-CC**

**MICROFILMING, ARCHIVAL/PRINT/PLATS SERVICE**

**FOR**

**CLERK OF SUPERIOR COURT**

**BID DUE TIME AND DATE: 11:00 A.M. Local Time 11/17/2005**

**PURCHASING CONTACT: Cheryl Cochran 404-730-4203**

**E-MAIL: [cheryl.cochran@co.fulton.ga.us](mailto:cheryl.cochran@co.fulton.ga.us)**

**Non-Mandatory Pre-Bid Conference will be held on Thursday, November 10, 2005 at 10:00 AM local time in the Fulton County Purchasing Department Bid Conference Room, Suite 1160, 130 Peachtree Street, SW, Atlanta, Georgia 30303.**

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**INVITATION TO BID  
MICROFILMING, ARCHIVAL/PRINT/PLATS SERVICE**

**Purpose:**

Fulton County (County) is soliciting bids from qualified bidders to provide Microfilming, Archival Print/Plat Services to the Clerk of Superior Court from date of award and continuing for twelve (12) consecutive months.

**Scope of Work Summary:**

To provide Microfilming, Archival Print/Plat Services to the Clerk of Superior Court on an “as needed” basis.

**Purchasing the Bid Document:**

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.co.fulton.ga.us/> under “Bid Opportunities”.

**Term of Contract:**

The term of the contract shall be for one (1) year.

**No Contact Provision**

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.

## **Bid Contact**

Information regarding the bid, either procedural or technical, may be obtained by contacting Cheryl Cochran, Assistant Purchasing Agent, [cheryl@co.fulton.ga.us](mailto:cheryl@co.fulton.ga.us), at (404) 730-4203, Fulton County Department of Purchasing. Information regarding the bid requirements may be obtained by using the following procedure. Inquiries must be submitted in writing to;

Fulton County Purchasing Department  
Attn: Cheryl Cochran, Assistant Purchasing Agent  
130 Peachtree Street, S.W. Suite 1168  
Atlanta, GA 30303  
Phone: (404) 730-4203  
Fax: (404) 224-1723  
Reference Bid # 05ITB47912YA-CC Microfilming, Archival/Print/Plats Service

## **Basis of Award**

The Contract, if awarded, will be awarded to multiple vendors who are the lowest responsive and responsible bidders. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended.

Any award made as a result of this bid will be from date purchase order is issued and continue for twelve (12) consecutive months. Fulton County reserves the right to award this bid in whole or in part to one or several bidders and the right to cancel any award made at any time with thirty (30) day notice.

## **Pre-Bid Conference**

The County will hold a Pre-bid conference on November 10, 2005 10:00 AM local time in the Bid Conference Room of the Purchasing Department, Fulton County Public Safety Building, Suite 1160, 130 Peachtree Street, SW, Atlanta, Georgia 30303. Attendance at the conference is voluntary for responding to this Invitation to Bid (ITB); however, bidders are encouraged to attend. The purpose of the Pre-bid conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this ITB.

## **Renewal**

Fulton County reserves the right to renew this contract for two (2) additional twelve (12) month periods pending availability of department funding as well as compliance with county rules/policies, contract terms/conditions, and satisfactory contractor performance. Option year price increases shall not exceed the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics of the U.S. Department of Labor with particular reference to the average shown on such index for "all items" for the Atlanta metropolitan area.

The bidder shall list on a separate sheet of paper any variation from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions" and shall be attached to said bid.

Fulton County will have a minimum of ninety (90) days to process an award at the prices quoted. Issuance of a purchase order will bind the bid prices for the stated duration of the award.

The successful bidder will comply with all lawful agreement, if any, which the said successful bidder has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

## SECTION 1

### INSTRUCTIONS TO BIDDERS

- A. **Definitions:** Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning. If a conflict exists as to the meaning of a word, the definition existing in the General Conditions, if present, shall govern.

**Addendum** - a written or graphic change to the contract documents issued prior to bid opening which becomes a part of the specifications for the project.

**Award** - approval by the Board of Commissioners, to begin the contracting process with the lowest most responsive and responsible bidder.

**Brand name or equal specification** – means a specification limited to one or more items by manufacturer's names or catalogue numbers to describe the standard of quality, performance and other salient characteristics needed to meet County requirements and which provides for the submission of equivalent products from any manufacturer.

**County** - "County" shall mean the Fulton , Georgia, a political subdivision of the State of Georgia, and shall include all agencies, establishments or officials of the government of the .

**Contract** - all types of agreements, including purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, construction, professional or consultant services, and for the transfers of interest in real property.

**Invitation to bid (ITB)** - all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

**Invoice** - the document provided by vendors to the County as a demand for payment of goods or services provided under the provisions of a contract awarded by the County.

**Notice To Proceed** - a written notice to the Contractor to begin the actual contract work, stating, if applicable, the date on which the contract time begins.

**Responsible bidder or responsible offeror** – means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

**Responsive bidder or responsive offeror** - means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

**Scope of work** - means the work that is required by the contract documents.

**Service** - the furnishings of labor, time or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term does not include employment agreements or collective bargaining agreements.

**Shall** - denotes imperative.

**Subcontractor** – any person undertaking part of the work of a contract under the control of the principal contractor.

**Surety** - the corporation, partnership, or individual licensed and authorized to do business in the state of Georgia, other than the contractor, executing payment, performance or bid bonds to be furnished to the County by the contractor.

- B. **Bidder's Modification and Withdrawal of Bids:** A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**
- C. **Addenda and Interpretations:** Bidders requiring clarification or interpretation of the Bidding Documents shall make a request to Cheryl Cochran, Assistant Purchasing Agent no later than 5:00 PM November 14, 2005. Written requests for clarification or interpretation may be mailed, hand delivered, e-mailed or faxed to the Assistant Purchasing Agent at the address below, e-mail address or fax number. Telephone inquiries will not be accepted.

Cheryl Cochran, Assistant Purchasing Agent  
Department of Purchasing  
Fulton County Public Safety Building  
130 Peachtree Street, S.W., 1168  
Atlanta, GA 30303  
Fax: (404) 224-1723  
Cheryl.cochran@co.fulton.ga.us

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, and if any addenda are issued to this Invitation to Bid.

- D. **Bid:** All Bids must be made on the Bid forms contained herein. The Bid shall be enclosed in a sealed envelope, addressed to Department of Purchasing, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303 and labeled "Bid for ITB-Microfilming, Archival/Print/Plats Service"

**REQUIRED SUBMITTALS:** The bidder **must complete and execute** the following:

1. Pricing Sheet
2. Certification of Acceptance of Bid/Proposal Requirements
3. Corporate or Partnership Certificate
4. Non-Collusion Affidavit of Prime Bidder
5. Non-Collusion Affidavit of Subcontractor
6. Contract Compliance Forms, fully executed



- a. Promise of Non-Discrimination (Exhibit A)
- b. Employment Report (Exhibit B)
- c. Schedule of Intended Subcontractor Utilization (Exhibit C)
- d. Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- e. Declaration Regarding subcontractor Practices (Exhibit E)
- f. Joint Venture Disclosure Affidavit (Exhibit F)
- g. Equal Business Opportunity (EBO) Plan

Any bids received after the stated time and date shall not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing for receipt on or before the stated time and date (section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

The original signed bid with three (3) copies shall be submitted in a sealed package, clearly marked on the outside "Bid" for the **Microfilming, Archival/Print/Plats Service**.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

- E. **Bid and Contract Security:** A Bid Bond is not required for this project; however, insurance is required.
- F. **Right to Reject Bids:** The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.
- G. **Applicable Laws:** All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.
- H. **Examination of Contract Documents:** Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.
- I. **Termination of Contract:** Fulton County shall have the right to cancel the contract at any time in the event the successful bidder breaches the contract in any respect whatsoever. Either party may terminate this contract at the end of the initial one (1) year term or subsequent term by giving the other party not less than ninety (90) days written notice. In

addition, the Owner may terminate this contract, at the Owner's sole and absolute discretion, at any time upon thirty (30) days written notice to the Contractor, due to unacceptable performance or failure to comply with all of its duties and obligations under this contract. If funds for this contract are not approved by the Fulton County Board of Commissioners for any calendar year, this contract is terminated. Contractor shall be paid for all work completed through the effective date of termination.

- J. **Indemnification and Hold Harmless Agreement:** The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contract: Provided, however the Contractor shall not be liable for any damages resulting for the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.
- K. **Bid Opening:** Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.
- L. **Award of Contract:** Award will be made to the lowest responsive and responsible bidder. Any award made as a result of this bid will be for the calendar year 2006, effective from the date of award through one (1) year later. Fulton County reserves the right to award this bid in whole or in part to one or several vendors and the right to cancel any award made at any time with thirty (30) day notice.
- M. **Renewal:** Fulton County reserves the right to renew this contract for two (2) additional twelve (12) month periods pending availability of department funding as well as compliance with county rules/policies, contract terms/conditions, and satisfactory contractor performance. Option year price increases shall not exceed the Consumer Price Index (CPI) as published by the Bureau of Labor Statistics of the U.S. Department of Labor with particular reference to the average shown on such index for "all items" for the Atlanta metropolitan area.

The bidder shall list on a separate sheet of paper any variation from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions" and shall be attached to said bid.
- N. **Time and Process of Award:** Fulton County will have a minimum of ninety (90) days to process an award at the prices bid. Issuance of a purchase order will bind the bid prices for the stated duration of the award.
- O. **Failure to Perform:** Contractor shall fully guarantee all work performed during the term of this contract and for a period of ninety day after the termination date. Should the Owner determine during the term of the contract or within thirty (30) day after termination of the contract, that any required work has not been fully performed improperly or not performed at all, the Contractor shall after written notification by Owner, correct said work within ten (10) days. Failure to correct shall be construed as a default under this contract and the Owner has the right to secure others to perform the services and deduct the costs of these services from the contractual amount due to the Contractor under this contract. The Owner reserves the right to engage an independent party to perform an inspection to determine responsibilities.

P. **Determination of Successful Bidder:** The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

1) **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the requirements set forth in the specifications.

a) The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.

2) **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete pricing sheet without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid document.

Q. **Wage Clause:** Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

R. **Notice of Award of Contract:** As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Program Manager. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out by the Program Manager unless earlier terminated pursuant to the termination provisions of the contract.

S. **Joint Venture:** Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint

venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

- T. **Contractors Compliance With All Assurances And/Or Promises Made In Response To Procurement:** Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

## **FULTON COUNTY PURCHASING DEPARTMENT**

### **BID GENERAL REQUIREMENTS**

#### **Microfilming, Archival/Print/Plats Service**

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. Original signature(s) must appear on each page of the Bid document. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent  
Fulton County Purchasing Department  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact" policy outlined in Section 35.

6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the

Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.

7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to

whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.

16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).

23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid



sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.

30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

31. In the evaluation of the Bids, any award will be subject to the Bid being:
- A. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
  - B. Lowest cost to the County over projected useful life.
  - C. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. All proposals and Bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise

be specifically authorized and permitted by the terms and conditions of this solicitation.

- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
  - C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

**END OF SECTION NO. 1**

## SECTION 2

### PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this RFP, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder
- Form B: Non-Collusion Affidavit of Sub-Contractors
- Form C: Certificate of Acceptance of Request for Bid Requirements
- Form D: Contractor License Certification (*not applicable*)
- Form E: Certification Regarding Debarment
- Form F: Corporate Certification

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Form A

**NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

---

**Form B**

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

**STATE OF GEORGIA**

**COUNTY OF FULTON**

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

**Form C**

**FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages \_\_\_\_\_ To \_\_\_\_\_ Inclusive, Including Addendum(s) \_\_\_\_ To \_\_\_\_, And/Or Appendices \_\_\_\_ To \_\_\_\_, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)



**Form D**

**CONTRACTOR’S LICENSE CERTIFICATION**

**(Not applicable to this ITB)**

Contractor’s Name: \_\_\_\_\_

Utility Contractor’s Name: \_\_\_\_\_

Expiration Date of License: \_\_\_\_\_

(ATTACHED COPY OF LICENSE)

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## Form E

### CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

### INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

### DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

#### ***(a) Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an

offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

**(b) Causes for Suspension. The causes for suspension include:**

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- 5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- 6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2005

---

(Legal Name of Offeror) (Date)

---

(Signature of Authorized Representative) (Date)

---

(Title)

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Form F

**CORPORATE CERTIFICATE**

Corporations

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Bid; that \_\_\_\_\_, who signed said Bid on behalf of the Contractor was then \_\_\_\_\_ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(SEAL) must be affixed

---

Partnership or other entities:

I, \_\_\_\_\_, certify that I am authorized to sign to commit \_\_\_\_\_ named as Contractor in the foregoing Bid. That said company is formed under the laws of the State of \_\_\_\_\_.

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
It is necessary to attach a letter on company letterhead and dated on or after the date of this certificate that the individual signing to commit the partnership or other entity not a corporation to the stipulations of this bid is authorized to do so. The letter should be signed by an individual working for the company who has knowledge of this fact.

Form G

NON CONFLICT OF INTEREST CERTIFICATION

I, \_\_\_\_\_, as the legal representative of \_\_\_\_\_, do certify that we will not perform any type of professional services for property owners adjacent or contiguous to any project assigned by Fulton County, during the active life of such project. Further, I additionally certify that if we already have an agreement(s) with property owner(s) adjacent or contiguous to a project assigned by Fulton County, we will either reject the County assignment, or cancel the property owner already in effect if so directed by Fulton County Board of Commissioners. In no case will our firm utilize our knowledge of the ongoing Fulton County project for professional gain during the active life of such Project.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

END OF SECTION NO. 2

## SECTION 3

### CONTRACT COMPLIANCE REQUIREMENTS

#### NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

**Policy Statement:** It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each vendor must submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent must outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan must identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor must certify in writing and must document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

## REQUIRED FORMS AND EBO PLAN:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the bid/proposal being deemed non-responsive:

- **Exhibit A** - Promise of Non-Discrimination
- **Exhibit B** - Employment Report
- **Exhibit C** - Schedule of Intended Subcontractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- **Exhibit E** - Declaration Regarding Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked "Contract Compliance". The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document **must** be completed as instructed if awarded the bid:

- **Exhibit G** - Prime Contractor's Subcontractor Utilization Report



**EXHIBIT A – PROMISE OF NON-DISCRIMINATION**

“Know all persons by these presents, that I/WE ( \_\_\_\_\_ )  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

Hereinafter “Company”), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

**EXHIBIT B – EMPLOYMENT REPORT**

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

**EMPLOYEES**

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_\_ Bidder/Proposer \_\_\_\_\_ Subcontractor

Submitted by: \_\_\_\_\_ Date Completed: \_\_\_\_\_

## EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP NUMBER:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is \_\_\_\_\_ is not \_\_\_\_\_ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

\_\_\_\_\_

\_\_\_\_\_

If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

\_\_\_\_\_

DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**\*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, attach copy of recent certification letter.**

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRACTOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

**Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); \*\*If yes, attach copy of recent certification letter.**

**EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

**Total Dollar Value of Subcontractor Agreements: (\$)**

**Total Percentage Value: (%)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title: \_\_\_\_\_

Firm or Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: (     ) \_\_\_\_\_

Fax Number: (     ) \_\_\_\_\_

Email Address: \_\_\_\_\_

EXHIBIT D

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR  
OR  
PROVIDE MATERIALS OR SERVICES

This form **must** be completed by **ALL** known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: \_\_\_\_\_  
(Name of Prime Contractor Firm)

From: \_\_\_\_\_  
(Name of Subcontractor Firm)

ITB/RFP Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

\_\_\_\_\_  
(Prime Bidder)

\_\_\_\_\_  
(Subcontractor)

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

\_\_\_\_\_ Hereby declares that it is my/our intent  
to

**(Bidder)**

Perform 100% of the work required for \_\_\_\_\_  
**(IFB/RFP Number)**

\_\_\_\_\_  
**(Description of Work)**

In making this declaration, the bidder/proposer states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

### AUTHORIZED COMPANY REPRESENTATIVE

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

**IFB No.** \_\_\_\_\_

**Project Name** \_\_\_\_\_

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

2) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

3) Name of Business: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
County: \_\_\_\_\_  
Nature of Business: \_\_\_\_\_

**NAME OF JOINT VENTURE (If applicable):** \_\_\_\_\_

**OFFICE ADDRESS:** \_\_\_\_\_

**PRINCIPAL OFFICE:** \_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_



## EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_
14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

**EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT**

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR: \_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, appeared

\_\_\_\_\_, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

**EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT**

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

<b>PRIME CONTRACTOR</b>		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD:\$ \_\_\_\_\_  
TOTAL AMOUNT REQUISITION TO DATE:\$ \_\_\_\_\_

**SUBCONTRACTOR UTILIZATION** (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date	Ending Date
TOTALS						

Executed By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

**END OF SECTION NO. 3**

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## SECTION 4

### INSURANCE INFORMATION/REQUIREMENTS

#### MICROFILMING, ARCHIVAL/PRINT/PLATS SERVICES

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Description must appear on the Certificate of Insurance).

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. **WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

<b>EMPLOYER'S LIABILITY</b>	<b>BY ACCIDENT</b>	<b>EACH ACCIDENT</b>	<b>\$500,000</b>
<b>INSURANCE</b>	<b>BY DISEASE</b>	<b>POLICY LIMIT</b>	<b>\$500,000</b>
<b>(Aggregate)</b>	<b>BY DISEASE</b>	<b>EACH EMPLOYEE</b>	<b>\$500,000</b>

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

<b>Bodily Injury and Property Damage Liability</b>	<b>Each Occurrence</b>	<b>-\$1,000,000</b>
<b>(Other than Products/Completed Operations)</b>	<b>General Aggregate</b>	<b>-\$2,000,000</b>
<b>Products\Completed Operation</b>	<b>Aggregate Limit</b>	<b>-\$1,000,000</b>
<b>Personal and Advertising Injury</b>	<b>Limits</b>	<b>-\$1,000,000</b>
<b>Fire Damage</b>	<b>Limits</b>	<b>-\$ 100,000</b>

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3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Combined Single Limits**                      Each Occurrence   -        \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles)

4. **ELECTRONIC DATA PROCESSING LIABILITY**

(Required if computer contractor)                      Limits                      -        \$1,000,000

5. **UMBRELLA LIABILITY**

(In excess of above noted coverage's) Each Occurrence   -        \$2,000,000

6. **PROFESSIONAL LIABILITY**

Each Occurrence   -        \$1,000,000  
(Required if respondent providing quotation for professional services)

7. **FIDELITY BOND**

(Employee Dishonesty)                      Each Occurrence   -        \$ 100,000

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

If Fulton County Government shall so request, the Offeror, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices shall be sent to:

Fulton County Government – Purchasing Department  
130 Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459

The Contractor/Vendor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.

It is understood that **Insurance in no way limits the Liability of the Contractor/Vendor.**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors,**

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successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this agreements.

THE OFFEROR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREES TO COMPLY WITH THE ABOVE STATEMENTS, AND IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING COMPANY.

COMPANY:

\_\_\_\_\_  
SIGNATURE:\_\_\_\_\_

NAME:

\_\_\_\_\_  
TITLE:\_\_\_\_\_ DATE:\_\_\_\_\_

**END OF SECTION NO. 4**

**SECTION 5**

**SAMPLE CONTRACT**

**SUPPLY AND SERVICE  
CONTRACT (2006)**

**FOR**

**MICROFILMING, ARCHIVALPRINT/PLATS SERVICE**

**INTENT:**

It is the intent of this Contract to set forth the obligations of \_\_\_\_\_ ("the Contractor"). The Contractor must furnish equipment and supplies, as well as services for Microfilming, Archival Prints/Plats Service to the Fulton County Clerk of Superior Court, County Courthouse, 136 Pryor Street, S.W., Atlanta, Georgia 30303 from date of award through one (1) year later.

These specifications cover such technical photographic services, in addition to clerical, functions as are required to utilize Duplex Electrostatic Recording.

THIS CONTRACT INCORPORATES HEREIN BY REFERENCE THE INVITATION TO BID ("ITB") \_\_\_\_\_ AS IT IS FULLY SET FORTH HEREIN. A COPY OF THE ITB IS ATTACHED HERETO AS EXHIBIT "A." IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF CONTRACT AND THE ITB, THE TERMS OF THE CONTRACT SHALL CONTROL.

**I. SUPPLIES PROVIDED AND SERVICES PERFORMED BY THE CLERK OF SUPERIOR COURT**

**A. SUPPLIES**

The Clerk of Superior Court ("County") will supply, at its own expense, the following items:

1. Document Numbering Machine.
2. Ink Pad.
3. Miscellaneous supplies not specifically provided by the contractor, as available.

## B. SERVICES

The County will supply, at its own expense the following services and/or personnel to perform the listed services:

1. Document reception and preparation (check documents to ensure each page is numbered and list of files is included).
2. Provide list indicating color or letters and background for binders to be furnished by Contractor.
3. Periodically check old deed book binders for repair or replacement; including, but not limited to, those binders that are labeled grantor/grantee, sizes 8 ½" x 11" and 14 ½" x 11".
4. Check fly sheets for replacement in compact books up to 1999 for deed books, criminal books and exparte books.

## II. EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR

1. One (1) to two (2) 16mm and one (1) to two (2) 35mm Planetary Cameras, complete with Duplex Kit and Subject Holders. To be replaced yearly or serviced biannually by Contractor at County's option.

The cameras shall contain the following features:

(35mm cameras must be able to film in duplex mode).

- A. A subject holder with slide board and circuitry to prevent double exposing of either odd or even pages.
- B. Circuitry to prevent operation of the footswitch when film unit is in other than cine mode.
- C. Automatic take up of film leader with adjustable timing mechanism.
- D. Bypass switch incorporated to advance film in single frame increments.
- E. Fixed reduction at 19x with non-adjustable aperture.
- F. Dual lighting system to indicate side to be exposed.
- G. Reverse exposure lamp system to prevent exposure lamps from directly exposing material to be photographed. This system allows



work to be done in a lighted environment.

- H. On/Off switch, voltmeter and bypass control to be located on right front panel of cabinet for ease of operator use.

### **III. SUPPLIES PROVIDED AND SERVICES PERFORMED BY THE CONTRACTOR**

#### **A. SUPPLIES**

1. 16mm and 35mm anti-halation, silver-based Archival Standard Microfilm camera for recording.
2. Film return spools, cans, boxes, mailing folders, labels, masks and targets, compressed air for cleaning, glass cleaner, supply order forms, pre-addressed shipping labels, filler sheets as needed.
3. Recording order forms for daily microfilm records and binders to house same.
4. Insert or remove from binders all recording sheets as required.

Upon request, contractor will replace fly sheets, in compact book binders as needed for all compact books up to 1999 as well as the fly sheets in criminal and exparte compact books at prices as set forth in the Price Section.

#### **B. SERVICES**

Contractor shall supply the following services and perform the following Functions:

1. Packaging and delivery of all microfilm and other forms from the Clerk of Superior Court to the Contractor. All film and duplicates to be returned to the Clerk of Superior Court.
2. Replace record bookbinders and index binders as needed, for all deed book binders up through the year 1999, including compact books created up through 1999.
3. Upon request, contractor will replace fly sheets in compact book binders as needed for all compact books up to 1999 as well as the fly sheet in criminal and exparte compact books at prices set forth in the Price Section

4. Microfilm all 16mm Clerk of Superior Court records for recording purposes.
5. Insert or remove from binders all recording sheets as required.
6. Contractor must provide personnel for daily 16mm and 35mm filming on supplied cameras supplied by contractor. The successful contractor is to respond with and without personnel.
7. Packaging and delivery of all microfilming and other forms from the Clerk of Superior Court (COSC) to the Contractor and from the Contractor to the COSC.
8. Contractor shall splice the master negative (camera) film into (5) volume lengths, in strict consecutive and page order and shall place it in an acid free or insert plastic labeled box. Any retakes that are necessary will be spliced into the film in consecutive book and page order and will be accomplished by the butt weld method.
9. Since it is possible that some of the film will include frames made from poor typewriter ribbons or signatures so that the image cannot be brought out on the electrostatic recording, the contractor will re-do these pages at the option of the county on silver prints and on 100% rag stock paper
10. Contractor shall supply continuous quality and technical supervision of the entire service rendered. Contractor shall be responsible during the life of the contract, to advise the County of any changes or improvements in procedures or techniques, which may improve the quality of the film image.
11. Contractor shall be responsible for servicing (and/or replacing) all equipment provided to the County for use in microfilming records and shall have complete parts in inventory available as well as a trained full-time service technician available during business hours.
12. Contractor shall be able to have all equipment installed and operational within 5 business days of award of the contract.

#### **IV. TECHNICAL SPECIFICATION OF MICROFILM**

##### **A. FILM**

1. The 16mm and 35mm Archival microfilm for recording shall be spooled in lengths of approximately 100 feet and it shall be

delivered in acid-free or inert plastic labeled boxes.

2. The film shall be capable for resolving at least 180 lines per mm and shall carry the NBS symbols of approved safety Archival base.

**B. PROCESSING**

The Contractor shall certify upon request at any time during the life of the contract, that all film has been processed in a deep well continuous film processor with automatic replenishment of chemicals and that daily test of hypo-content proved that none of the County's film has been reading in excess of .07, mag/sq. in using the Methylene Blue Test. Contractor must have a back-up location to process film in case of emergencies. Contractor must develop all film to meet or exceed the microfilm standard of the Georgia Department of Archives and History. Prints -will be made directly from this microfilm. Contractor must list the make and model of all machines used to process film. Contractor must also supply testing procedure used to assure all specifications are met.

Contractor must supply the County with certified results of methylene blue testing to assure that processing standards for archival microfilm are met. These certified test results shall be provided on a weekly basis for the entire term of the contract. Failure to provide the weekly certified test results will be a material breach and grounds for termination of the contract. At the County's option, Contractor may be required to provide methylene blue testing through an independent testing firm, so as to confirm that all processing standards for archival microfilm are met.

**V. SPECIFICATION OF PRINTS**

1. If the County requires electrostatic prints they shall be produced on #1 linen ledger (100% rag bright white paper) sub #24.
2. The finished trim of all sheets shall be 11 x 8 ½" plus/minus 1/64".
3. Prints shall be made on both sides of each sheet.
4. Industrial Copy flow equipment only will be used to insure archival quality and page number sequence. Office copy machines will not be allowed. Contractor must have at least two (2) to three (3) or more machines on premises and must have a back-up location in case of emergencies. Contractor must list capacity of each machine.

## **VI. SERVICE, EQUIPMENT AND SUPPLIES**

1. Notwithstanding anything to the contrary contained herein, Contractor is to supply ample equipment and supplies as to make the system functional to the greatest degree and it is understood that as the demand increases, the equipment, services and supplies will increase in direct proportion to demand.

## **VII. SHIPPING AND TRANSMITTALS**

1. Contractor shall return the trimmed and punched recording sheets not more than 48 hours from the date of receipt, exclusive of weekends and holidays.
2. The Clerk's office may request binders and the Contractor shall furnish these binders at the prices as set forth in the Price Section. The binders shall be furnished as required by the Clerk's Office (See binder specifications) and at the price set forth in Section XI Price.

## **VIII. COMPACT BOOK SPECIFICATIONS**

### **A. BINDERS**

The binders are for sizes 11" binding side by 8 ½" width. The capacity is to be 7/10". The sheet mechanism is to be designed for post round punching on ¾" centers. A binder consists of a front cover and back cover, four expansion posts and a fly leaf containing the title and volume description lettered in positions that will match the front cover window and the backbone window of the book covers.

### **B. COVERS**

The covers shall be formed by injection molding of permanently flexible polypropylene material. The thickness shall be .070" with thicker edges and a hinge channel of a thickness suitable to provide permanent hinge and locking mechanism shall be molded as a integral part of each cover. The legs shall consist of inter-engaging complimentary segments of a cylinder and equal number of each cover. They shall be so positioned that when the two covers are placed together, each set of segments or legs will match to form a cylinder, four cylinders to a binder. The cylinder so formed shall be .346" in diameter, and four cylinders shall be

positioned symmetrically on 3 3/4" centers. Color of covers will be black.

C. LOCKING ACTION

When these legs are expanded by means of a pin pushed into the hollow of the cylinder, they will lock together the two covers and the record sheets contained therein. The act of punching the same pins out of the assembly will unlock the sheets and covers. The segments or legs attached to each of the covers shall also provide guideposts to act as locators for loose sheets as sheets are added.

D. PROTECTIVE BOX

When the front and back cover are assembled as described above, they shall provide friction or snap locks at the outer right hand edge that will engage under light closing pressure and that will release under light twisting or opening pressure. This locking action will be sufficiently strong to maintain light but continuous flattening pressure on the sheet contained therein. The two covers so engaged together should form a shape that will include rigid corner elements at each corner which will form a protective box-like structure when the binder is closed and locked.

E. HINGES

The hinge position shall be 1" from the backbone on front and back cover. The hinge shall be permanent, based on the characteristic of polypropylene material when molded in proper relationship of hinge thickness to base thickness.

F. IDENTIFICATION CONTENTS

The front covers shall contain a window approximately 2 3/4" x 3 3/4" for convenience in identifying the contents of the binder as lettered on the fly leaf. The front and back covers, when properly locked together shall form a window approximately 10" x 1/2" on the backbone for convenience in identifying the contents of the binder as lettered on the fly leaf.

G. FLY LEAVES

Each binder shall be equipped with a continuous fly leaf punched for the above spacing. The material shall be pyroxylin coated polyolefin. The areas for lettering shall be positioned compatible with the windows of the front cover and backbone of the book.

## H. LETTERING

Binders are to be lettered as specified by the County. Lettering in color background will be determined by the County.

## IX. PLAT FILMING, REPRODUCTION AND PLAT BINDERS

These services may be requested by the Clerk's office and can include replacement or repair of existing binders at the County's option. The prices for products and services are set forth in the Price Section XI.

1. Contractor should have access to a high resolution planetary 35mm microfilm camera to film plats up to 18x24.
2. A qualified microfilm technician shall be made available by contractor to film plats. For certain size plats, a larger camera and technician can be off site.
3. Film used will be high resolution 35mm non-perforated AHU microfilm.
4. Contractor shall produce positive (black lettering on white background) duplex lined ledger prints of all plats.
5. Prints will have a 1.5mm Mylar Lamination coating and will be trimmed to size 18" x 23 ½".
6. Binders are to be for size 18" binding side, 23.5" width. The sheet holding mechanism is to be designed for three round post punching. A binder consists of a front cover, back cover, and back plate and flyleaf.
7. Covers shall be made of a polypropylene material and shall not exceed 24".
8. Binders are to be lettered as specified by the Clerk of Superior Court.
9. In order for the County to have the necessary controls over personnel involved in this work and this system, the manufacturer must perform all the foregoing functions on his own premises. There shall be no sub-letting of any item, such as filming, sheet production, lamination or binder manufacturing without the prior written approval of the County.

10. Services will be performed on a daily basis at Clerk of Superior Court's location, 136 Pryor Street, Atlanta, Georgia, 30303.

## **X. ADDITIONAL SERVICES AND INSTRUCTIONS**

### **DUPLICATION OF MICROFILM**

1. Contractor must provide an original and two (2) duplicate Diazo rolls of 35mm microfilm. Microfilm is to be packaged and sent separately in acid free or inert plastic boxes within five (5) working days of the ship date from the Clerk of Superior Court.
2. Contractor must provide 16mm x 100 ft. rolls of archival quality microfilm, processing of that film after it is exposed by Fulton County personnel, and one original silver film, two Diazo duplicate of same microfilm is to be packaged and sent separately in acid free or inert plastic boxes within five (5) working days of the ship date from the Clerk of Superior Court. Contractor will additionally provide duplicate diazo copies for all 16mm x 100ft film from January 1988 to present as requested by Clerk of Superior Court contingent upon funding.
3. All microfilm records are the property of the County and shall not be released to any other party without the written approval of the Clerk of Superior Court.
4. Contractor will provide all products and perform services in the Clerk of Superior Court office at 136 Pryor Street, Atlanta, Georgia 30303 and will not sublet any of the work without prior written consent of the Fulton County Clerk of Superior Court.

### **16MM MICROFILM**

1. Contractor will supply Fulton County with approximately 800 rolls of 16mm microfilm, the type described elsewhere in this document. Each roll will be capable of storing approximately 1,700 standard images.
2. Contractor will provide quality processing of the 16mm microfilm as described elsewhere in this document.
3. Contractor will return all fully processed original microfilm to the Fulton County Clerk of Superior Court along with two Diazo copies

of the original film. Microfilm is to be packaged separately in acid free or inert plastic boxes within five (5) working days of the ship date from the Clerk of Superior Court.

## **CREATION OF COMPACT BOOKS**

Contractor shall employ one (1) to three (3) persons to image new records onto 35mm microfilm which is also supplied by the Contractor. The work will be done on equipment which will be supplied and maintained by the Contractor. Exposed microfilm will be sent to the Contractor daily. Compact Books will be sent back to Fulton County Clerk of Superior Court. Shipping charges are part of the cost included in the vendor's response to bid.

The Contractor will return the original microfilm along with (2) Diazo copies of that microfilm packaged in acid free or inert plastic boxes within five (5) working days of the ship date from the Clerk of Superior Court. Each final roll will contain the images of at least four (4) compact books and must be clearly labeled as to which books it contains, as well as any retakes.

The Contractor must provide toll-free telephone support for the entire project. In addition, a designated representative should be available to the Clerk's Office and provide telephone support as needed.

## **LAMINATED PLAT SHEETS**

1. Contractor shall capture original plat sheets on 35mm microfilm.
2. Contractor shall process microfilm as described elsewhere in this document.
3. Contractor shall use the microfilm to create laminated copies of the plat sheets as described elsewhere in this document.
4. Contractor shall bind plat sheets appropriately, using high quality hinged binder described elsewhere in this document.
5. Contractor shall deliver completed bound plat sheet copies to the Fulton County Clerk of Superior Court along with original book, original (silver) microfilm, one duplicate Diazo microfilm and aperture cards packaged separately and sent within five (5) working days of ship date from the Clerk of Superior Court.



## XI. PRICE

All prices must be guaranteed by the authorized person(s) against any price increase for the time period designated (unless otherwise stated in the bid specification). Fulton County must be given the benefit of any price decrease occurring during such designated time period.

Option year price increases shall not exceed the consumer price index (CPI) as published by the Bureau of Labor Statistics of the U.S. Dept. of Labor with particular reference to the average shown on such index for "all items" for the Atlanta Metropolitan Area.

Pricing is as follows for all services as outlined in this contract.

- |     |                                 |                      |
|-----|---------------------------------|----------------------|
| 1.  | Pages of documents – 1,947,844  | \$ _____ with filmer |
| 2.  | Dup 35mm – 800 rolls            | \$ _____ /roll       |
| 3.  | 16mm film with Processing-1,500 | \$ _____ /roll       |
| 4.  | Dup film – 16mm-1,500 rolls     | \$ _____ /roll       |
| 5.  | Laminated Plats - 2,500         | \$ _____ /plat       |
| 6.  | Plat Binders                    | \$ _____ each        |
| 7.  | Aperture cards                  | \$ _____ each        |
| 8.  | Index binders- (8.5" x 11.5")   | \$ _____ each        |
| 9.  | Index binders- (14" x 11")      | \$ _____ each        |
| 10. | Fly sheets                      | \$ _____ each        |
| 11. | Compact Book Binders            | \$ _____ each        |

Under no circumstances shall the value of this contract exceed \$ \_\_\_\_\_ as set forth in Contractor's response to the ITB. Any alteration, variation, modifications or waiver of any provision of the Agreement shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of a modification which shall be attached to and be part of this Agreement.

**BILLING REQUIREMENTS:**

1. Each invoice shall clearly reference the purchase order number, describe the type of service and quantity (i.e., 16mm, 35mm), the date the service was completed and the unit cost (per page, per print) of each service provided. Two monthly invoices should be generated, one for daily microfilming and one for all other work, such as binders and supplies.
2. Additionally, the Contractor shall submit the monthly itemized invoices to the County for all charges for the previous month as set forth in Paragraph 1 of this Section. The invoices shall be sent monthly so that the Clerk's office will receive them by the 15<sup>th</sup> of each month. Any invoices not received by the 15<sup>th</sup> will be processed for payment in the following month.
3. Invoices shall reflect charges for services performed in previous month only and may be handwritten, but must comply with paragraph 1 of this section and must be legible.
4. Shipping and handling charges shall be reflected in the invoices as part of the Contractor's response to the bid.
5. Contractor shall bill in a timely manner to ensure charges are billed against the current budget. Any invoices received after the first week of April for services performed during the previous calendar year will be held for payment until funding is approved in the subsequent calendar year's budget, at Contractor's risk.

**Termination of Contract:** Fulton County shall have the right to cancel the contract at any time in the event the successful bidder breaches the contract in any respect whatsoever. Either party may terminate this contract at the end of the initial one (1) year term or subsequent term by giving the other party not less than ninety (90) days written notice. In addition, the Owner may terminate this contract, at the Owner's sole and absolute discretion, at any time upon thirty (30) days written notice to the Contractor, due to unacceptable performance or failure to comply with all of its duties and obligations under this contract. If funds for this contract are not approved by the Fulton County Board of Commissioners for any calendar year, this contract is terminated. Contractor shall be paid for all work completed through the effective date of termination. The notice should be sent certified mail, to the following:

Juanita Hicks  
Clerk of Superior Court  
136 Pryor St. SW, Suite C155  
Atlanta, GA 30303

IN WITNESS, Thereof, The Contractor has hereunto affixed his hand and seal, and has caused these present to execute in its name and by its County Officer duly authorized and has caused its Corporate Seal to be hereto affixed.

ATTEST:

FULTON COUNTY, GEORGIA

Fulton County Board of Commissioners

\_\_\_\_\_  
Karen Handel, Chairman

\_\_\_\_\_  
Contractor's Signature

ATTEST:

\_\_\_\_\_  
Mark Massey, Clerk to Commission

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Willie J. Lovett, Jr., Supervising Attorney  
Office of County Attorney

\_\_\_\_\_  
Juanita Hicks  
Clerk of Superior Court

**END OF SECTION NO. 5**

## SECTION 6

### TECHNICAL SPECIFICATIONS

#### MICROFILMING, ARCHIVAL/PRINT/PLATS SERVICES

##### **SCOPE OF WORK:**

##### DUPLEX ELECTROSTATIC RECORDING INCLUDING BINDERS

INTENT: It is the intent of these specifications to list the requirements of the contractor to furnish binders as well as equipment and supplies for Duplex Electrostatic Recording. These specifications cover such technical photographic services and clerical functions required to utilize **Duplex Electrostatic Recording**.

#### **I. SUPPLIES PROVIDED AND SERVICES PERFORMED BY THE CLERK OF SUPERIOR COURT**

##### **A. SUPPLIES**

The Clerk of Superior Court ("County") will supply, at its own expense, the following items:

1. Document Numbering Machines.
2. Ink Pad.
3. Miscellaneous supplies not specifically provided by the contractor, as available.

##### **B. SERVICES**

The County will supply, at its own expense the following services and/or personnel to perform the listed services:

1. Document reception and preparation (check documents to ensure each page is numbered and list of files is included).
2. Provide list indicating color or letters and background for binders to be furnished by Contractor.

3. Periodically check old deed book binders for repair or replacement; including, but not limited to, those binders that are labeled grantor/grantee, sizes 8 ½" x 11" and 14 ½" x 11".
4. Check fly sheets for replacement in compact books up to 1999 for deed books, criminal books and exparte books.

## **II. EQUIPMENT TO BE FURNISHED BY THE CONTRACTOR**

1. One (1) to two (2) 16mm and one (1) to two (2) 35mm Planetary Cameras, complete with Duplex Kit and Subject Holders. To be replaced yearly or serviced biannually by Contractor at County's option.

The cameras shall contain the following features:

(35mm cameras must be able to film in duplex mode).

- A. A subject holder with slide board and circuitry to prevent double exposing of either odd or even pages.
- B. Circuitry to prevent operation of the footswitch when film unit is in other than cine mode.
- C. Automatic take up of film leader with adjustable timing mechanism.
- D. Bypass switch incorporated to advance film in single frame increments.
- E. Fixed reduction at 19x with non-adjustable aperture.
- F. Dual lighting system to indicate side to be exposed.
- G. Reverse exposure lamp system to prevent exposure lamps from directly exposing material to be photographed. This system allows work to be done in a lighted environment.
- H. On/Off switch, voltmeter and bypass control to be located on right front panel of cabinet for ease of operator use.

## **III. SUPPLIES PROVIDED AND SERVICES PERFORMED BY THE CONTRACTOR**

- A. SUPPLIES

1. 16mm and 35mm anti-halation, silver-based Archival Standard Microfilm camera for recording.
2. Film return spools, cans, boxes, mailing folders, labels, masks and targets, compressed air for cleaning, glass cleaner, supply order forms, pre-addressed shipping labels, filler sheets as needed.
3. Recording order forms for daily microfilm records and binders to house same.
4. Insert or remove from binders all recording sheets as required.

## B. SERVICES

Contractor shall supply the following services and perform the following functions:

1. Packaging and delivery of all microfilm and other forms from the Clerk of Superior Court to the Contractor. All film and duplicates to be returned to the Clerk of Superior Court.
2. Replace record bookbinders and index binders as needed, for all deed book binders up through the year 1999, including compact books created up through 1999.
3. Upon request, contractor will replace fly sheets in compact book binders as needed for all compact books up to 1999 as well as the fly sheet in criminal and exparte compact books at prices set forth in the Price Section
4. Microfilm all 16mm Clerk of Superior Court records for recording purposes.
5. Insert or remove from binders all recording sheets as required.
6. Contractor must provide personnel for daily 16mm and 35mm filming on supplied cameras supplied by contractor. The successful contractor is to respond with and without personnel.
7. Packaging and delivery of all microfilming and other forms from the Clerk of Superior Court (COSC) to the Contractor and from the Contractor to the COSC.
8. Contractor shall slice the master negative (camera) film into (5)

volume lengths, in strict consecutive and page order and shall place it in an acid free or insert plastic labeled box. Any retakes that are necessary will be spliced into the film in consecutive book and page order and will be accomplished by the butt weld method.

9. Since it is possible that some of the film will include frames made from poor typewriter ribbons or signatures so that the image cannot be brought out on the electrostatic recording, the contractor will re-do these pages at the option of the county on silver prints and on 100% rag stock paper
10. Contractor shall supply continuous quality and technical supervision of the entire service rendered. Contractor shall be responsible during the life of the contract, to advise the County of any changes or improvements in procedures or techniques, which may improve the quality of the film image.
11. Contractor shall be responsible for servicing (and/or replacing) all equipment provided to the County for use in microfilming records and shall have complete parts in inventory available as well as a trained full-time service technician available during business hours.
12. Contractor shall be able to have all equipment installed and operational within five (5) business days of award of the contract.

#### **IV. TECHNICAL SPECIFICATION OF MICROFILM**

##### **A. FILM**

1. The 16mm and 35mm Archival microfilm for recording shall be spooled in lengths of approximately 100 feet and it shall be delivered in acid-free or inert plastic labeled boxes.
2. The film shall be capable for resolving at least 180 lines per mm and shall carry the NBS symbols of approved safety Archival base.

##### **B. PROCESSING**

The Contractor shall certify upon request at any time during the life of the contract, that all film has been processed in a deep well continuous film processor with automatic replenishment of chemicals and that daily test of hypo-content proved that none of the County's film has been reading in excess of .07, mag/sq. in using the Methylene Blue Test. Contractor must have a back-up

location to process film in case of emergencies. Contractor must develop all film to meet or exceed the microfilm standard of the Georgia Department of Archives and History. Prints -will be made directly from this microfilm. Contractor must list the make and model of all machines used to process film. Contractor must also supply testing procedure used to assure all specifications are met.

Contractor must supply the County with certified results of methylene blue testing to assure that processing standards for archival microfilm are met. These certified test results shall be provided on a weekly basis for the entire term of the contract. Failure to provide the weekly certified test results will be a material breach and grounds for termination of the contract. At the County's option, Contractor may be required to provide methylene blue testing through an independent testing firm, so as to confirm that all processing standards for archival microfilm are met.

## **V. SPECIFICATION OF PRINTS**

1. If the County requires electrostatic prints they shall be produced on #1 linen ledger (100% rag bright white paper) sub #24.
2. The finished trim of all sheets shall be 11 x 8 ½" plus/minus 1/64".
3. Prints shall be made on both sides of each sheet.
4. Industrial Copy flow equipment only will be used to insure archival quality and page number sequence. Office copy machines will not be allowed. Contractor must have at least two (2) to three (3) or more machines on premises and must have a back-up location in case of emergencies. Contractor must list capacity of each machine.

## **VI. SERVICE, EQUIPMENT AND SUPPLIES**

1. Notwithstanding anything to the contrary contained herein, Contractor is to supply ample equipment and supplies as to make the system functional to the greatest degree and it is understood that as the demand increases, the equipment, services and supplies will increase in direct proportion to demand.

## **VII. SHIPPING AND TRANSMITTALS**

1. Contractor shall return the trimmed and punched recording sheets



not more than 48 hours from the date of receipt, exclusive of weekends and holidays.

2. The Clerk's office may request binders and the Contractor shall furnish these binders at the prices as set forth in the Price Section. The binders shall be furnished as required by the Clerk's Office (See binder specifications) and at the price set forth in Section 6 Pricing.

## **VIII. COMPACT BOOK SPECIFICATIONS**

### **A. BINDERS**

The binders are for sizes 11" binding side by 8 ½" width. The capacity is to be 7/10". The sheet mechanism is to be designed for a round post punching on ¾" centers. A binder consists of a front cover and back cover, four expansion posts and a fly leaf containing the title and volume description lettered in positions that will match the front cover window and the backbone window of the book covers. All bidders must submit a sample binder, complete with microfilm prints with bid.

### **B. COVERS**

The covers shall be formed by injection molding of permanently flexible polypropylene material. The thickness shall be .070" with thicker edges and a hinge channel of a thickness suitable to provide permanent hinge and locking mechanism shall be molded as an integral part of each cover. The legs shall consist of inter-engaging complimentary segments of a cylinder and equal number of each cover. They shall be so positioned that when the two covers are placed together, each set of segments or legs will match to form a cylinder, four cylinders to a binder. The cylinder so formed shall be .346" in diameter, and four cylinders shall be positioned symmetrically on 3 ¾" centers. Color of covers will be black.

### **C. LOCKING ACTION**

When these legs are expanded by means of a pin pushed into the hollow of the cylinder, they will lock together the two covers and the record sheets contained therein. The act of punching the same pins out of the assembly will unlock the sheets and covers. The segments or legs attached to each of the covers shall also provide guideposts to act as locators for loose sheets as sheets are added.

**D. PROTECTIVE BOX**

When the front and back cover are assembled as described above, they shall provide friction or snap locks at the outer right hand edge that will engage under light closing pressure and that will release under light twisting or opening pressure. This locking action will be sufficiently strong to maintain light but continuous flattening pressure on the sheet contained therein. The two covers so engaged together should form a shape that will include rigid corner elements at each corner which will form a protective box-like structure when the binder is closed and locked.

**E. HINGES**

The hinge position shall be 1" from the backbone on front and back cover. The hinge shall be permanent, based on the characteristic of polypropylene material when molded in proper relationship of hinge thickness to base thickness.

**F. IDENTIFICATION CONTENTS**

The front covers shall contain a window approximately 2 3/4" x 3 3/4" for convenience in identifying the contents of the binder as lettered on the fly leaf. The front and back covers, when properly locked together shall form a window approximately 10" x 1/2" on the backbone for convenience in identifying the contents of the binder as lettered on the fly leaf.

**G. FLY LEAVES**

Each binder shall be equipped with a continuous fly leaf punched for the above spacing. The material shall be pyroxylin coated polyolefin. The areas for lettering shall be positioned compatible with the windows of the front cover and backbone of the book.

**H. LETTERING**

Binders are to be lettered as specified by the County. Lettering in color background will be determined by the County. Bidder shall supply sample compact book along with bid submission.

**IX. PLAT FILMING, REPRODUCTION AND PLAT BINDERS**

These services may be requested by the Clerk's office and can include replacement or repair of existing binders at the County's option. The

prices for products and services are set forth in Section 6 Pricing.

1. Contractor should have access to a high resolution planetary 35mm microfilm camera to film plats up to 18x24. Bidder should state make and model of camera.
2. A qualified microfilm technician shall be made available by contractor to film plats. For certain size plats, a larger camera and technician can be off site.
3. Film used will be high resolution 35mm non-perforated AHU microfilm.
4. Contractor shall produce positive (black lettering on white background) duplex lined ledger prints of all plats. Provide sample with bid response.
5. Prints will have a 1.5mm mylar lamination coating and will be trimmed to size 18" x 23 ½".
6. Binders are to be for size 18" binding side, 23.5" width. The sheet holding mechanism is to be designed for three round post punching. A binder consists of a front cover, back cover, and back plate and flyleaf. Supply sample with bid.
7. Covers shall be made of a polypropylene material and shall not exceed 24".
8. Binders are to be lettered as specified by the Clerk of Superior Court.
9. In order for the County to have the necessary controls over personnel involved in this work and this system, the manufacturer must perform all the foregoing functions on his own premises. There shall be no sub-letting of any item, such as filming, sheet production, lamination or binder manufacturing without the prior written approval of the County.
10. Services will be performed on a daily basis at Clerk of Superior Court's location, 136 Pryor Street, Atlanta, Georgia, 30303.

## **X. ADDITIONAL SERVICES AND INSTRUCTIONS**

### **DUPLICATION OF MICROFILM**

1. Contractor must provide an original and two (2) duplicate Diazo rolls of 35mm microfilm. Microfilm is to be packaged and sent separately in acid free or inert plastic boxes within five (5) working days of the ship date from the Clerk of Superior Court.
2. Contractor must provide 16mm x 100 ft. rolls of archival quality microfilm, processing of that film after it is exposed by Fulton County personnel, and one original silver film, and two Diazo duplicate of same microfilm is to be packaged and sent separately in acid free or inert plastic boxes within five (5) working days of the ship date from the Clerk of Superior Court. Contractor will additionally provide duplicate diazo copies for all 16mm x 100ft film from January 1988 to present as requested by Clerk of Superior Court contingent upon funding.
3. All microfilm records are the property of the County and shall not be released to any other party without the written approval of the Clerk of Superior Court.
4. Contractor will provide all products and perform services in the Clerk of Superior Court's office at 136 Pryor Street, Atlanta, Georgia 30303 and will not sublet any of the work without prior written consent of the Fulton County Clerk of Superior Court.

#### **16MM MICROFILM**

1. Contractor will supply Fulton County with 1500 rolls of 16mm microfilm, the type described elsewhere in this document. Each roll will be capable of storing approximately 1,700 standard images.
2. Contractor will provide quality processing of the 16mm microfilm as described elsewhere in this document.
3. Contractor will return all fully processed original microfilm to the Fulton County Clerk of Superior Court along with two Diazo copies of the original film. Microfilm is to be packaged separately in acid free or inert plastic boxes within five (5) working days of the ship date from the Clerk of Superior Court.

#### **CREATION OF COMPACT BOOKS**

Contractor shall employ one (1) to three (3) persons to image new records onto 35mm microfilm which is also supplied by the Contractor. The work will be done on equipment which will be supplied and maintained by the Contractor. Exposed microfilm will be sent to the Contractor daily.

Compact books will be sent back to Fulton County Clerk of Superior Court. Shipping charges are part of the cost included in the vendor's response to bid.

Turnaround time: \_\_\_\_\_hours/days/weeks.

The Contractor will return the original microfilm along with (2) Diazo copies of that microfilm packaged in acid free or inert plastic boxes within five (5) working days of the ship date from the Clerk of Superior Court. Each final roll will contain the images of at least four (4) compact books and must be clearly labeled as to which books it contains, as well as any retakes.

The Contractor must provide toll-free telephone support for the entire project. In addition, a designated representative should be available to the Clerk's Office and provide telephone support as needed.

#### LAMINATED PLAT SHEETS

1. Contractor shall capture original plat sheets on 35mm microfilm.
2. Contractor shall process microfilm as described elsewhere in this bid.
3. Contractor shall use the microfilm to create laminated copies of the plat sheets as described elsewhere in this bid.
4. Contractor shall bind plat sheets appropriately, using high quality hinged binder described elsewhere in this bid.
5. Contractor shall deliver completed bound plat sheet copies to the Fulton County Clerk of Superior Court along with original book, original (silver) microfilm, one duplicate Diazo microfilm and Diazo aperture cards packaged separately and sent within five (5) working days of ship date from the Clerk of Superior Court.

The Contractor will process the 35mm microfilm as described elsewhere in this bid. The Contractor will convert that microfilm into compact books as described elsewhere in this bid. Each book will consist of approximately 350 pages.

**BID OUTLINE:**

Carefully review the specifications and conditions. Where appropriate, complete all forms and request for information. These should be submitted with your bid, and you should take care that the Certificate of Acceptance of Specifications and Conditions is included at the end of the bid, as this is your certification that you understand and accept the conditions and specifications.

**Bid for Microfilming, Archival/Print/Plats Services**

**Submitted by -**

---

**Address**

---

---

---

**Phone**

---

**REQUIRED SUBMITTALS:**

The vendor is required to indicate below three (3) references for which vendor has performed a similar service within the last three (3) years who can verify the vendor's capability to perform this service.

Company Name: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Name: \_\_\_\_\_

---

Type of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Company Name: \_\_\_\_\_

Type of Project: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**INVOICES:**

Invoice should be sent to the address below to expedite payment of invoices.

Fulton County Clerk of Superior Court

Attention: Maxine Tanker

136 Pryor Street, S.W. C155

Atlanta, Ga. 30303

Invoices submitted must include the purchase order number, department name and contact person for whom order was delivered, date of service, item number(s), item description(s), and unit cost. Invoices must be sent monthly so that the Clerk's office will receive by the 15<sup>th</sup> of each month.

Invoices will be returned unpaid to the vendor when one of the following conditions exists:

- A. Invoice does not contain all the required information.
- B. Price on the invoice does not correspond to the bid price.
- C. Invoices received after first week of April for services performed during the previous calendar year will be held for payment until funding approved, at the vendor's risk.

The bidder(s) agrees to observe Fulton County's goal of paying all valid invoices within thirty (30) days of receipt by the Clerk of Superior Court.

Fulton County shall make payment to Contractor by U.S. Mail approximately thirty (30) days after the receipt of a proper invoice by the Fulton County Clerk of superior Court. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and sub-contract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1etseq, pursuant 13-11-7(b), and the rates of

interest, payment periods, and contract and sub-contract terms provided for under the Prompt Pay Act shall have no application to this contract; parties further agree that Fulton County shall not be liable for any interest or penalty arising from late payments.

The prime contractor must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less any retainage by the prime contractor prior to receipt of any further progress payments. In the event the prime contractor is unable to pay subcontractors or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County.

No applications for payment will be accepted by Fulton County until all work is complete and all of the specifications are met.

The successful vendor will comply with all lawful agreement, if any, which the said successful vendor has made with any association, union, or other entity with respect to wages, salaries and working conditions as not to cause inconvenience, picketing, or work stoppages.

**Note: No job, task or duty may be submitted to Fulton County for payment unless the work has been completed.**

**PAYMENT:**

The successful vendor agrees to observe Fulton County's goal of paying all valid invoices within thirty (30) days of receipt by the General Services Department. The successful vendor agrees that when and if this goal cannot be met, no legal action will be taken to force payment and no interest or penalty will accrue because of the County exceeding the thirty (30) day goal.

**PRICING:**

All prices must be guaranteed by the authorized person(s) against any price increase for the time period designated (unless otherwise stated in the bid specification). Fulton County must be given the benefit of any price decrease occurring during such designated time period.

Option year price increases shall not exceed the consumer price index (CPI) as published by the Bureau of Labor Statistics of the U.S. Dept. of Labor with particular reference to the average shown on such index for "all items" for the Atlanta Metropolitan Area.



## BID PRICING

Bidder(s) shall submit pricing as follows for all services as outlined in this ITB.

- |     |                                 |                      |
|-----|---------------------------------|----------------------|
| 1.  | Pages of documents – 1,947,844  | \$ _____ with filmer |
| 2.  | Dup 35mm – 800 rolls            | \$ _____ /roll       |
| 3.  | 16mm film with Processing-1,500 | \$ _____ /roll       |
| 4.  | Dup film – 16mm-1,500 rolls     | \$ _____ /roll       |
| 5.  | Laminated Plats- 500            | \$ _____ /plat       |
| 6.  | Plat Binders                    | \$ _____ each        |
| 7.  | Aperture cards                  | \$ _____ each        |
| 8.  | Index binders- (8.5" x 11.5")   | \$ _____ each        |
| 9.  | Index binders- (14" x 11")      | \$ _____ each        |
| 10. | Fly sheets-                     | \$ _____ each        |
| 11. | Compact Book Binders            | \$ _____ each        |

**BILLING REQUIREMENTS:**

1. Each invoice shall clearly reference the purchase order number, describe the type of service and quantity (i.e., 16mm, 35mm), the date the service was completed and the unit cost (per page, per print) of each service provided. Two monthly invoices should be generated, one for daily microfilming and one for all other work, such as binders and supplies.
2. Additionally, the Contractor shall submit the monthly itemized invoices to the County for all charges for the previous month as set forth in Paragraph 1 of this Section. The invoices shall be sent monthly so that the Clerk's office will receive them by the 15<sup>th</sup> of each month. Any invoices not received by the 15<sup>th</sup> will be processed for payment in the following month.
5. Invoices shall reflect charges for services performed in previous month only and may be handwritten, but must comply with paragraph 1 of this section and must be legible.
6. Shipping and handling charges shall be reflected in the invoices as part of the Contractor's response to the bid.
5. Contractor shall bill in a timely manner to ensure charges are billed against the current budget. Any invoices received after the first week of April for services performed during the previous calendar year will be held for payment until funding is approved in the subsequent calendar year's budget, at Contractor's risk.

**END OF SPECIFICATIONS**